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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF THE COMPLAINT OF

HAPAG-LLOYD AKTIENGESELLSCHAFT
a/k/a HAPAG-LLOYD AG

AS OWNERS AND OPERATORS OF THE
M/V YANTIAN EXPRESS

19-cv-5731 (GHW)

**ORDER RESTRAINING SUITS,
APPROVING PLAINTIFF'S
SECURITY AND DIRECTING
ISSUANCE OF NOTICE AND
THE FILING OF CLAIMS**

WHEREAS, a Complaint was filed herein on June 19, 2019, by Plaintiff Hapag-Lloyd Aktiengesellschaft a/k/a Hapag-Lloyd AG as owner and operator of the M/V YANTIAN EXPRESS for exoneration from or limitation of liability pursuant to 46 U.S.C. §§ 30501, et seq., and Rule F of the Supplemental Rules for Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, with respect to any and all claims for injury, loss, damage or liability arising out of, relating in any manner to, or in connection with a fire that occurred on or about January 3, 2019, onboard the M/V YANTIAN EXPRESS and the subsequent firefight and salvage efforts, as more fully described in the Complaint;

WHEREAS, the Complaint stated the facts and circumstances upon which said exoneration from or limitation of liability is claimed;

WHEREAS, the Complaint alleged that the value of Plaintiff's interest in the said Vessel for limitation purposes and pending freight at the end of the voyage in question does not exceed the amount of U.S. \$15,889,407 as set forth in the Declaration of attorney Michael Fernandez.

WHEREAS, Plaintiff has deposited with the Court as security for the benefit of all claimants an Ad Interim Stipulation for Value/Letter of Undertaking that is executed by The Britannia Steam Ship Insurance Association Limited ("Britannia") by its agent Tindall Riley (Britannia) Limited, in the amount of U.S. \$15,889,407 with interest at six percent (6%) per annum,

WHEREAS, Plaintiff has deposited with the Court the amount of \$500 as security for costs in accordance with Rule F(1) of the Supplemental Admiralty Rules;

WHEREAS, it appears from the Complaint that claims have been made and suits may be filed against Plaintiff and/or the M/V YANTIAN EXPRESS for losses or damage alleged to have been sustained during the voyage upon which the vessel was then engaged

NOW, Plaintiff having complied with the requirements of Rule F, and upon application by Freehill, Hogan & Mahar, attorneys for Plaintiff, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. The above described Ad Interim Stipulation for Value/Letter of Undertaking executed by The Britannia Steam Ship Insurance Association Limited ("Britannia") in the sum U.S. \$15,889,407 with interest as aforesaid, be and is hereby approved.

2. The Court, following notice to all parties of record, may order the said security increased or reduced if it finds the amount thereof insufficient or excessive.

3. A notice shall be issued by the Clerk of this Court to all persons asserting claims or suits with respect to the voyage and matters for which the Complaint seeks exoneration from or limitation of liability notifying them to file their respective claims with the Clerk of this Court, in writing, and to serve on the attorneys for the Plaintiff a copy thereof, on or before the 14th day of August, 2019, or be defaulted; and that if any claimant desires to contest either the right to exoneration from or the right to limitation of liability, such claimant shall file and serve on the attorneys for Plaintiff an answer to the Complaint on or before the said date (unless his claim has included an answer to the complaint, so designated) or be defaulted.

4. The aforesaid notice shall be published in The New York Law Journal and New York Daily News, once in each week for four successive weeks prior to the date fixed for the filing of claims, as provided by Supplemental Admiralty Rule F. The first publication of said notice shall be at least forty (40) days before said return date, and Plaintiff, not later than the day of second publication, shall also mail a copy of the notice together with a copy of this Order to every person (or their respective attorneys) known to have made any claim against the Vessel or Plaintiff with respect to the matters herein.

5. The commencement or prosecution hereafter, except in the captioned action, of any and all claims, actions, suits, and proceedings (whether such has been commenced already or not) of any nature and description whatsoever in any jurisdiction against Plaintiff and/or the M/V YANTIAN EXPRESS and/or any of their agents, representatives, employees, or insurers, and/or any other property of Plaintiff, and the taking of any steps and the making of any motion in such actions, suits or proceedings, to impose liability or recover for any injury, loss or damage for or in respect to the aforesaid casualty as more fully described in the Complaint **BE AND ARE HEREBY RESTRAINED, STAYED AND ENJOINED** until the hearing and determination of


this action, and all warrants of arrest, seizure and/or attachment issued or sought in such other actions, suits, and proceedings be and the same are hereby dissolved and further warrants of arrest, seizure and/or attachment are hereby prohibited.

6. Service of this order as a restraining order may be made through the Post Office by certified mail or by Federal Express by mailing a conformed copy thereof to the person or persons to be restrained, or to their respective attorneys.

7. The Stipulation for Costs in the amount of \$500 deposited by Plaintiff with the Clerk of Court is approved as security for costs, as provided by Rule F(1).

Dated: New York, New York

June 28, 2019



GREGORY H. WOODS
United States District Judge